

Terms of Use

Effective: July __, 2021

Chef2You Inc. (“Chef2You,” “we,” “our,” or “us”) owns and operates our mobile, tablet and other smart device applications; application program interfaces; other tools, technology and programs and all associated services (collectively, the “Services”); in each case, that reference and incorporate these Terms of Use.

By using Chef2You’s Services, you are agreeing to these Terms of Use (the “Agreement”). If you do not agree, do not access and/or use the Mobile Application or Services. As used in this Agreement, “you” means any visitor, user, or other person who accesses our Mobile Application or Services, whether or not such person registered for an Account (as defined below). If using Services on behalf of another (e.g. a child, or someone with a disability), you represent that you are authorized to do so. Services of Chef2You are not permitted for anyone under the age of 13, and as such, if you are under 13 years of age please do not register or disclose any information to us, and cease using Chef2You’s Services. You may only use Services for lawful purposes compliant with local, state, federal, and international law.

These Terms affect your legal rights, responsibilities and obligations and govern your use of the Service, are legally binding, and limit Chef2You’s liability to you and require you to indemnify us and to settle certain disputes through mediation. If you do not wish to be bound by these Terms, do not use the Service.

IMPORTANT: PLEASE REVIEW THE “DISPUTE RESOLUTION” SECTION SET FORTH BELOW CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH CHEF2YOU, NO MATTER WHEN ARISING OR ASSERTED, THROUGH BINDING INDIVIDUAL ARBITRATION. YOU ACKNOWLEDGE AND AGREE THAT YOU AND CHEF2YOU EACH WAIVE THE RIGHT TO A TRIAL BY JURY. YOU ALSO WAIVE YOUR RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING AGAINST CHEF2YOU, WHETHER NOW PENDING OR FILED IN THE FUTURE. THERE ARE PROPOSED CLASS ACTIONS OR REPRESENTATIVE ACTION PROCEEDINGS PENDING AGAINST CHEF2YOU, AND THIS AGREEMENT APPLIES TO THEM UNLESS YOU OPT OUT AS DESCRIBED IN THE “DISPUTE RESOLUTION” SECTION BELOW.

BY ENTERING THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD, AND AGREE TO BE BOUND BY, ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

ABOUT CHEF2YOU

Chef2You is a virtual marketplace that connects hungry customers with local chefs, bartenders, and food trucks, and other third-party food and beverage providers.¹ Chef2You is not a restaurant or food preparation entity. The local chefs, bartenders, and food trucks, and other third-party food and beverage providers available on our mobile application operate independently of Chef2You. Chefs, bartenders, and food trucks, and other third-party food and beverage providers are required to comply with federal, state, and local laws, rules, regulations, and standards pertaining to the preparation, sale, and marketing of their food, including, without limitation, food preparation and safety and menu disclosure. Chef2You is not liable or responsible for any chefs, bartenders, food trucks, or other third-party providers’ food preparation or safety and does not verify their compliance with all applicable laws. In addition, Chef2You does not guarantee the quality of what the chefs bartenders, and food trucks ultimately prepare, nor does it guarantee the services provided by them. Chef2You does not independently verify, and is not liable for, representations made by chefs bartenders, and food trucks, and other third party food and beverage providers regarding their food, including, without limitation, any menu- or restaurant-level descriptors, disclosures, photographs or images displayed through the mobile application reflecting the food prepared by the chefs, bartenders, and food trucks, and other third party food and beverage providers.

USING CHEF2YOU

You may only create and hold one account (an “Account”) for your personal use. You must register an Account in order to use the Services, which may include your selection of a username and password. You may be required to

¹ NTD: can update third-party reference with more specific types of providers, as needed.

provide personal information to register an Account, including, but not limited to, your name, e-mail address, address, phone number, and other identifying information.

In consideration of the use of the Services, you agree that you are able to create a binding legal obligation with Chef2You, and you also agree to: (a) provide accurate, and complete information about yourself, and (b) maintain and update the personal information you provide to keep it current and complete.

If you provide any information that is untrue, inaccurate, not current or incomplete, including, without limitation, having an invalid or expired payment method on file, or if Chef2You has reasonable grounds to suspect that any information you provide is untrue, inaccurate, not current or incomplete, Chef2You has the right to block your current or future use of the Services (or any portion thereof) and/or terminate this Agreement with you. If your Account is terminated for any or no reason, you may forfeit any pending, current, or future account credits, Perks (defined below) or other promotional offers, and any other forms of unredeemed value in or associated with your Account without prior notice to you.

You are responsible for maintaining the confidentiality and security of your Account including your password. You are also responsible for all activities or any other actions that occur under or that are taken in connection with your Account. You agree to: (a) immediately notify Chef2You of any known or suspected unauthorized use(s) of your password or Account, or any known or suspected breach of security, including, without limitation, loss, theft, or unauthorized disclosure of your password or credit card information; and (b) ensure that you exit from your Account at the end of each session. Chef2You will not be liable for any injury, loss, or damage of any kind arising from or relating to your failure to comply with (a) and/or (b) or for any acts or omissions by you or someone else who is using your Account and/or password.

PAYMENT AND OUR CREDIT POLICY

Certain features of the Services, including, without limitation, the placing or receipt of orders, may require you to make certain payments. When paid by you, these payments are final and non-refundable, unless otherwise determined by Chef2You. Chef2You, in its sole discretion, may offer credits or refunds on a case-by-case basis including, by way of example, in the event of an error with your order or in the amounts you were charged.

Chef2You will charge, and you authorize Chef2You to charge, the payment method you specify at the time of purchase. If you pay any amounts with a credit card, Chef2You may seek pre-authorization of your credit card account prior to your purchase to verify that the credit card is valid and has credit available for your intended purchase. In the event Chef2You advances payment for any of your orders placed via the app, Chef2You may separately send you invoices for payment of those advanced amounts. In the event that you fail to pay such invoices within thirty (30) days of the date of such invoice (the "Payment Due Date"), you grant Chef2You the right, but not the obligation, to charge the credit card you provide with your Account at any time after any Payment Due Date, unless prohibited by law. In all events, you are required to provide another form of payment to submit an order, even if this payment method is not charged.

Chef2You reserves the right to establish, remove, and/or revise prices, fees, taxes, and/or surcharges for any or all services obtained through the use of the Services at any time. For certain transactions, the subtotals shown at checkout are estimates that may be higher or lower than the total amount due. Regardless of the cause, Chef2You reserves the right to charge the final price after checkout, including without limitation all applicable transaction taxes.

The provider of Services is set forth herein. If you are a Florida resident, you may report complaints to the Division of Consumer Services, Florida Department of Agriculture and Consumer Services, by contacting them in writing at FDACS-Division of Consumer Services, P.O. Box 6700, Tallahassee, FL 32399-6700, or by telephone at (800) 435-7352. If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.

OUR MATERIALS AND LICENSE TO YOU

With the exception of Your Content (defined below), the mobile application and everything on it, including, without limitation, text, photos, videos, graphics and software, (collectively, the "Materials") is owned by or licensed to Chef2You. Except as otherwise indicated on the Mobile Application and except for the intellectual property of other companies that are displayed on the application, all intellectual property, such as trademarks, service marks, logos, trade dress, and trade names are proprietary to Chef2You. Accordingly, you are not authorized to download any content from the Mobile Application, including, without limitation, the Materials, and if you do, Chef2You will not

be responsible in any way for any damage to your computer system or loss of data that results from such download. Please also be advised that Chef2You enforces its intellectual property rights to the fullest extent of the law.

Subject to your compliance with this Agreement, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to access and use the Mobile Application for your personal and noncommercial use, solely as expressly permitted by this Agreement and subject to all the terms and conditions of this Agreement, all applicable intellectual property laws, and any Additional Terms (as defined below) contained on the Mobile Application. Any other use of the Mobile Application is strictly prohibited. Nothing contained on the Mobile Application and/or Materials should be interpreted as granting to you any license or right to use any of the Materials (other than as provided herein) and/or third-party proprietary content on the Mobile Application without the express written permission of Chef2You or the relevant third-party owner, as applicable. Any rights not expressly granted herein are reserved by Chef2You and Chef2You's licensors.

YOUR CONTENT AND CONDUCT

I. Your Conduct

By accessing the Mobile Application or the Services, you agree:

- to comply with the Agreement and all applicable laws, rules and regulations in connection with your use of the Mobile Application and Services, including, without limitation, laws regarding online conduct and Your Content (as defined below);
- not to use the Mobile Application or Services for any commercial or other purposes that are not expressly permitted by this Agreement;
- not to access the Mobile Application or Services using a third party's account/registration without the express consent of the Account holder and not to attempt to impersonate another user or person;
- not to harass, annoy, intimidate, or threaten any Chef2You employees, contractors, or agents engaged in providing any portion of the Services and not to engage in any other behavior that Chef2You deems inappropriate when using the Mobile Application or Services;
- not to engage in any criminal or tortious activity, including, without limitation, fraud, spamming (e.g. by email or instant message), sending of viruses or other harmful files, copyright infringement, patent infringement, or theft of trade secrets or otherwise deleting the copyright or other proprietary rights notice from any of the Materials or from any portion of the Mobile Application or the Services;
- not to disrupt, interfere with, or otherwise harm or violate the security of the Mobile Application, or any Services, system resources, accounts, passwords, servers or networks connected to or accessible through the Mobile Application or affiliated or linked sites.
- not to avoid, bypass, remove, deactivate, impair, descramble, or attempt, through any means, to circumvent any technological measure implemented by Chef2You to protect the Mobile Application, or otherwise attempt to gain unauthorized access to any part of the Mobile Application and/or any Service, other Account, computer system, and/or network connected to any Chef2You server.

In the event that Chef2You believes that you have breached any of the above conduct requirements, Chef2You reserves the right to suspend and/or permanently terminate your Account at our sole discretion.

II. Your Content

Chef2You may provide you with interactive opportunities (i) on the Mobile Application, including, without limitation, features such as saved favorites, liked items and bookmarked chefs, bartenders, and food trucks, and other third party food and beverage providers' user profiles and pictures, (ii) on social media pages maintained by Chef2You, as well as (iii) through other communications with you, including, without limitation, through text ("SMS") messages (collectively, "Interactive Areas"). You represent and warrant that you are the owner of and/or otherwise have the right to provide all information, comments, reviews, ratings, photographs and/or other materials and/or content that you submit, upload, post, publish, and/or otherwise make available to Chef2You through the Mobile Application or otherwise in connection with your use of our Services, including, without limitation, information and materials provided or made available in connection with any Facebook, Google, or other third party login ("Your Content"). Your Content includes, without limitation, your username and/or other user profile information such as your ratings history and how long you have been a Chef2You customer, textual, visual, or audio content and information, whether transmitted via the Mobile Application, SMS or MMS message, or otherwise.

III. Use of Your Content

You grant Chef2You an irrevocable, transferable, paid up, royalty-free, perpetual, non-exclusive sublicenseable license to use, copy, display, publish, modify, remove, publicly perform, translate, create derivative works from, distribute, and/or otherwise use Your Content in connection with Chef2You's or its partners' or affiliates' business and in all forms of media now known or hereafter invented (collectively, the "Uses"). The Uses include, without limitation, use of your username and/or other user profile information such as your ratings history and how long you have been a Chef2You diner, to attribute Your Content to you on the Mobile Application, including in Interactive Areas and other public areas on our Mobile Application, or otherwise in connection with our Services. All Uses will be made without notification to and/or approval by you and without the requirement of payment to you or any other person or entity. Further, you hereby grant Chef2You a royalty-free, perpetual, irrevocable, transferable, sublicenseable, worldwide, nonexclusive license to incorporate and use any of your suggestions, input, or other feedback relating to the Mobile Application or the Services (collectively, the "Feedback") for any purpose without notice to, approval by, or compensation to you.

You further understand and agree that you may be exposed to third-party content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose. Chef2You and its parents, subsidiaries, affiliates, and each of their officers, directors, employees, successors, assigns, licensors, licensees, designees, business partners, contractors, agents and representatives (collectively, the "Released Parties") will not be responsible for, and you hereby expressly release the Released Parties from any and all liability for the action of any and all third parties with respect to Your Content, or for any damages you allege to incur as a result of or relating to any third-party content.

IV. Conduct within Interactive Areas

By transmitting Your Content, you agree to follow the standards of conduct below, and any additional standards that may be stated on the Mobile Application. We expect your cooperation in upholding our standards. You are responsible for all of Your Content. You agree that Your Content will not:

- be unlawful, harmful to adults or minors, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, profane, offensive, invasive of another's privacy, hateful, and/or racially, ethnically, and/or otherwise objectionable;
- be false, misleading, and/or not written in good faith;
- infringe any patent, trademark, trade secret, copyright, right of privacy and/or publicity, and/or other proprietary rights of any person and/or entity;
- be illegal and/or promote illegal activity;
- contain unauthorized advertising and/or solicits users to a business other than those on the Mobile Application; and/or
- be intended to interrupt, destroy, or limit the functionality or integrity of any computer software, hardware, or Materials on the Mobile Application.

Chef2You may monitor any and all use of the Mobile Application, including, without limitation, interactions between our users; however, we are under no obligation to do so. We may manage the Mobile Application in a manner intended to protect our property and rights and to facilitate the proper functioning of the Mobile Application. If any of Your Content or conduct on our Mobile Application violates our standards, or any other terms of this Agreement; or interferes with other peoples' enjoyment of the Materials or our Mobile Application or Services; or is inappropriate in our judgment; we reserve the right, in our sole discretion and without notice to you, (i) to change, delete or remove, in part or in full, any of Your Content, (ii) to terminate or suspend access to any Interactive Areas or any other part of our Mobile Application, and/or (iii) to terminate or suspend your Account; in each case, with or without notice. Chef2You will cooperate with local, state, and/or federal authorities to the extent required by applicable law in connection with Your Content.

V. Ratings and Reviews

The Mobile Application and other Interactive Areas may allow you to rate (each, a "Rating") and post reviews (each, a "Review") of chefs, bartenders, and food trucks, and other third party food and beverage providers. Such Ratings and Reviews are considered Your Content and are governed by the terms and conditions of this Agreement. Ratings and Reviews are not endorsed by Chef2You, and do not represent the views of Chef2You or of any affiliate or partner of Chef2You. Chef2You does not assume liability for Ratings and Reviews or for any claims, liabilities, or losses resulting from any Ratings and Reviews. We strive to maintain a high level of integrity with our Ratings and Reviews and other aspects of Your Content. Therefore, all Ratings and Reviews must comply with the following

criteria: (1) before posting a Rating or Review, you must have had recent first-hand experience with the chef; (2) you may not have a proprietary or other affiliation with either the chef or any of his or her competitors; (3) you may not draw any legal conclusions regarding the chef's services or conduct; and (4) your review must otherwise comply with the terms of this Agreement as well as all applicable laws, rules, and regulations, including without limitation the Federal Trade Commission's Guides Concerning the Use of Endorsements and Testimonials in Advertising. Any Rating and/or Review that we determine, in our sole discretion, could diminish the integrity of the Ratings and Reviews, the Materials and/or the Mobile Application may be removed or excluded by us without notice.

COMMUNICATIONS & TEXT MESSAGES

When you use the Services, or send emails, text messages, and other communications from your mobile device to us, you may be communicating with us electronically. You consent to receive communications from us electronically, such as e-mails, texts, mobile push notices, or notices and messages through the Services, and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Your voluntary provision to Chef2You of your cell phone number represents your consent that Chef2You may contact you by telephone, SMS, or MMS messages at that phone number, and your consent to receiving such communications for transactional, operational, or informational purposes. When you provide your phone number to Chef2You, you warrant that you are the current subscriber or authorized user of the relevant account. You understand and agree that such messages may be sent using automated technology. You may unsubscribe from receiving text messages from Chef2You at any time. To revoke your consent to receiving SMS or MMS messages from Chef2You, you agree to follow the unsubscribe procedures described below.

When placing orders through the Mobile Application, you may receive order status messages from Chef2You about each order. To unsubscribe from order-related messages, just reply "STOP" to the number sending the message. To resubscribe, text "START" to the same number from the phone number associated with your account. If you need assistance, text "HELP". Please note that unsubscribing from one of the branded properties in our Mobile Application will not automatically unsubscribe you from another separately branded property in our Mobile Application. For example, if you unsubscribe from Chef2You order-related messages, you may still receive order-related messages when you place an order through Seamless, unless you also unsubscribe from Seamless order-related messages.

Additionally, you may receive messages from Chef2You following receipt of a completed order soliciting feedback and/or other information relating to the order. You may unsubscribe from all such feedback messages by replying "STOP" to the number sending the feedback messages. To resubscribe, text "START" to the number sending the feedback messages using the phone number associated with your account. Please note that unsubscribing from such feedback texts will not prevent you from receiving texts from Chef2You regarding the status of your reservation.

You may also receive text messages in response to certain Customer Care requests. To unsubscribe from Customer Care messages, just reply to the message by texting "STOP" to the number sending the message.

If you unsubscribe from receiving text messages from Chef2You through the process described above, you may continue to receive text messages for a short period while Chef2You processes your request(s). If you change or deactivate the phone number you provided to Chef2You, you have an affirmative obligation to immediately update your account information and the phone number(s) attached to your account to prevent us from inadvertently communicating with anyone who acquires any phone number(s) previously attributed to you, and any new phone number(s) you attach to your account may receive Chef2You's standard SMS or MMS messages unless you also unsubscribe via the above procedures.

Standard data and message rates may apply for SMS and MMS alerts, whether you send or receive such messages. Please contact your mobile phone carrier for details. Your mobile phone carrier (e.g. T-Mobile, AT&T, Verizon, etc.) is not liable for delayed or undelivered messages. If you require assistance, please call our Customer Care team at 1-877-585-7878.

ADDITIONAL TERMS FOR MOBILE APPLICATIONS

We may make available software to access Chef2You's Mobile Applications, and related online and mobile services via a mobile device ("Mobile Applications"). To use any Mobile Application, you must use a mobile device that is compatible with that Mobile Application. Chef2You does not warrant that any Mobile Application will be compatible with your mobile device. You may use mobile data in connection with the Mobile Applications and may incur additional charges from your wireless provider for these services. You agree that you are solely responsible for any such charges. Chef2You hereby grants you a non-exclusive, non-transferable, revocable license to use a

compiled code copy of the Mobile Applications for one Account on a mobile device owned or leased solely by you, for your personal use. You acknowledge that Chef2You may from time to time issue upgraded versions of the Mobile Applications, and may automatically electronically upgrade the version of any Mobile Applications that you are using on your mobile device. You consent to such automatic upgrading on your mobile device and agree to timely upgrade the Mobile Application in the event there is no automatic update. You further agree that the terms and conditions of this Agreement will apply to all upgrades to the Mobile Applications. Any third-party code that may be incorporated in the Mobile Applications is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile Applications or any copy thereof, and Chef2You or its third-party partners or suppliers retain all right, title, and interest in the Mobile Applications (and any copy thereof). Any attempt by you to transfer any of the rights, duties, or obligations hereunder, except as expressly provided for in this Agreement, is void. Chef2You reserves all rights not expressly granted under this Agreement with respect to the Mobile Applications and otherwise. If any Mobile Application is being acquired on behalf of the United States Government, then the following provision applies: The Mobile Application will be deemed to be “commercial computer software” and “commercial computer software documentation,” respectively, pursuant to DFAR § 227.7202 and FAR § 12.212, as applicable. Any use, reproduction, release, performance, display, or disclosure of the Mobile Application and any accompanying documentation by the U.S. Government will be governed solely by this Agreement and is prohibited except to the extent expressly permitted by this Agreement. The Mobile Applications originate in the United States and are subject to United States export laws and regulations. The Mobile Applications may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, the Mobile Applications may be subject to the import and export laws of other countries. You agree to comply with all United States and foreign laws related to use of the Mobile Applications and the Mobile Application.

The following applies to any Mobile Application you acquire from the Apple App Store (“Apple-Sourced Software”): You acknowledge and agree that this Agreement is solely between you and Chef2You, not Apple, Inc. (“Apple”) and that Apple has no responsibility for the Apple-Sourced Software or content thereof. Your use of the Apple-Sourced Software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apple-Sourced Software. In the event of any failure of the Apple-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund to you the purchase price for the Apple-Sourced Software; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Sourced Software, and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be solely governed by this Agreement and any law applicable to Chef2You as provider of the software. You acknowledge that Apple is not responsible for addressing any of your claims or those of any third party relating to the Apple-Sourced Software or your possession and/or use of the Apple-Sourced Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy or similar legislation; and all such claims are governed solely by this Agreement and any law applicable to Chef2You as provider of the software. You acknowledge that, in the event of any third-party claim that the Apple-Sourced Software or your possession and use of that Apple-Sourced Software infringes that third party’s intellectual property rights, Chef2You, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim to the extent required by this Agreement. You and Chef2You acknowledge and agree that Apple, and Apple’s subsidiaries, are third party beneficiaries of this Agreement as it relates to your license of the Apple-Sourced Software, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary as it relates to your license of the Apple-Sourced Software.

The following applies to any Mobile Applications you acquire from the Google Play Store (“Google-Sourced Software”): (i) you acknowledge that the Agreement is solely between you and Chef2You only, and not with Google, Inc. (“Google”); (ii) your use of Google-Sourced Software must comply with Google’s then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where you obtained the Google-Sourced Software; (iv) Chef2You, and not Google, is solely responsible for its Google-Sourced Software; (v) Google has no obligation or liability to you with respect to Google-Sourced Software or the Agreement; and (vi) you acknowledge and agree that Google is a third-party beneficiary to the Agreement as it relates to Chef2You’s Google-Sourced Software.

DISCLAIMER

THE MOBILE APPLICATION, THE SERVICES, THE MATERIALS, AND ALL OTHER CONTENT ON THE MOBILE APPLICATION ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, UNLESS OTHERWISE SPECIFIED IN WRITING. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, CHEF2YOU DISCLAIMS, WITH RESPECT TO THE SERVICES, THE MOBILE APPLICATION, THE MATERIALS AND ALL OTHER CONTENT ON THE MOBILE APPLICATION, ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. CHEF2YOU DOES NOT REPRESENT OR WARRANT THAT THE MOBILE APPLICATION, THE SERVICES, THE MATERIALS AND/OR THE OTHER CONTENT ON THE MOBILE APPLICATION WILL BE SECURE, UNINTERRUPTED, AND/OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, AND/OR THAT THE MOBILE APPLICATION, THE SERVICES, THE MATERIALS, AND/OR OTHER CONTENT ON THE MOBILE APPLICATION ARE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. CHEF2YOU DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MOBILE APPLICATION, THE SERVICES, THE MATERIALS, AND/OR ANY OTHER CONTENT ON THE MOBILE APPLICATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, TIMELINESS, COMPLETENESS, CURRENTNESS, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE SAFETY, QUALITY, AND/OR TIMING OF A RESERVATION ORDERED ON THE MOBILE APPLICATION, AND/OR THE FOOD OR OTHER PRODUCTS DELIVERED. YOU (AND NOT CHEF2YOU) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION RELATING TO YOUR USE OF THE MOBILE APPLICATION, THE SERVICES, THE MATERIALS, AND/OR OTHER CONTENT ON THE MOBILE APPLICATION. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO YOU.

CHEF2YOU SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND CHEF2YOU'S REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. CHEF2YOU IS NOT RESPONSIBLE FOR ANY DELAYS, FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

CHEF2YOU RELIES UPON CHEFS, BARTENDERS, FOOD TRUCKS, AND OTHER THIRD-PARTY FOOD AND BEVERAGE PROVIDERS TO PROVIDE ACCURATE ALLERGEN AND DIETARY INFORMATION AND GENERAL PRODUCT SAFETY. CHEF2YOU DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE THROUGH THE SERVICE IS ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE, INCLUDING, WITHOUT LIMITATION, MENUS, NUTRITIONAL AND ALLERGEN INFORMATION, PHOTOS, FOOD QUALITY OR DESCRIPTIONS, PRICING, HOURS OF OPERATION, OR REVIEWS. ALL CONTENT IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. THE RELIANCE ON ANY INFORMATION PROVIDED THROUGH THE SERVICE IS SOLELY AT YOUR OWN RISK, INCLUDING, WITHOUT LIMITATION, NUTRITIONAL AND ALLERGEN INFORMATION.

LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, IN NO EVENT SHALL CHEF2YOU BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OR DAMAGES WHATSOEVER (INCLUDING PERSONAL INJURY, LOSS OF DATA, REVENUE, PROFITS, REPUTATION, USE, OR OTHER ECONOMIC ADVANTAGE), EVEN IF CHEF2YOU HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF A WARRANTY, CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER ACTION OF ANY TYPE THAT IN ANY MANNER ARISES OUT OF OR IN CONNECTION WITH THE MOBILE APPLICATION OR THE SERVICES PROVIDED ON OR THROUGH THE MOBILE APPLICATION OR BY CHEF2YOU.

CHEF2YOU ASSUMES NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF, BROWSING OF, OR DOWNLOADING OF ANY MATERIAL FROM THE MOBILE APPLICATION. CHEF2YOU ASSUMES NO RESPONSIBILITY OR LIABILITY IN ANY MANNER ARISING OUT OF OR IN CONNECTION WITH ANY INFORMATION, CONTENT, PRODUCTS, SERVICES, OR MATERIAL AVAILABLE ON OR THROUGH THE MOBILE APPLICATION,

FOR ANY ERROR, DEFAMATION, LIBEL, SLANDER, OMISSION, FALSEHOOD, OBSCENITY, PORNOGRAPHY, PROFANITY, DANGER, INACCURACY CONTAINED THEREIN, OR HARM TO PERSON OR PROPERTY CAUSED THEREBY. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

IN NO EVENT SHALL CHEF2YOU'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN WARRANTY, CONTRACT, NEGLIGENCE, TORT OR ANY OTHER ACTION OF ANY TYPE EXCEED (A) THE AMOUNT PAID BY YOU TO CHEF2YOU OR A CHEF, IF ANY, OR (B) \$100 (WHICHEVER IS LESS). BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTIONS LIABILITY IS LIMITED TO THE GREATEST EXTENT PROVIDED BY LAW.

YOU AND CHEF2YOU AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THIS AGREEMENT ARE MATERIAL, BARGAINED-FOR BASES OF THIS AGREEMENT, AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT. YOU AND CHEF2YOU AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THIS AGREEMENT ARE FAIR AND REASONABLE. EXCEPT AS MAY BE OTHERWISE PROVIDED FOR IN THIS SECTION, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE MOBILE APPLICATION AND SERVICES, WHICH YOU MAY DO AT ANY TIME.

ADDITIONAL TERMS

Your use of the Mobile Application is subject to any and all additional terms, policies, rules, or guidelines applicable to the Services or certain features of the Mobile Application that we may post or link to on the Mobile Application (collectively, the "Additional Terms"). All such Additional Terms are hereby incorporated into this Agreement by reference.

OUR ALCOHOLIC BEVERAGES POLICY

In such jurisdictions that permit the ordering and delivery of alcoholic beverages, if you place an order that includes any alcoholic beverage, you represent and warrant that you are at least 21 years of age. Upon delivery or pickup, as applicable, you shall present a government-issued identification card, evidencing your age, consistent with applicable legal requirements. The Delivery Partner may electronically scan the identification card of the individual receiving the order to confirm that the recipient is at least 21 years of age and the delivery may be completed. You also agree that our Delivery Partners may withhold delivery of the alcoholic beverages if you appear or the recipient of the delivery appears intoxicated when receiving delivery of such products. If you do not comply with these terms, you agree that the alcoholic beverage(s) will not be released to you, you may forfeit the cost of such beverages, and you may be responsible for restocking fees.

PRIVACY POLICY

The terms and conditions of the Privacy Policy are incorporated into this Agreement by reference.

TERMINATION AND VIOLATIONS OF THE AGREEMENT

Your rights under this Agreement will terminate automatically without notice if you fail to comply with any term of this Agreement. Further, Chef2You reserves the right, in its sole and absolute discretion, to modify, suspend, or discontinue at any time, with or without notice, the Mobile Application and/or Services offered on or through the Mobile Application (or any part thereof), including but not limited to the Mobile Application's features, look and feel, and functional elements and related Services. We will have no liability whatsoever on account of any change to the Mobile Application or any suspension or termination of your access to or use of the Mobile Application. You may terminate this Agreement at any time by closing your Account, uninstalling all Mobile Application(s) (if applicable) and ceasing use of the Mobile Application and Services provided herein.

Upon termination of this Agreement for any reason or no reason: (1) your access rights will terminate and you must immediately cease all use of the Mobile Application and Services; and (2) any provision of this Agreement that contemplates or governs performance or observance subsequent to termination of this Agreement will survive the termination of this Agreement, including without limitation the following sections: (i) "Your Content and Conduct;" (ii) "Disclaimer;" (iii) "Limitation of Liability;" (iv) "Termination and Violations of this Agreement;" (v) "Dispute Resolution;" (vi) "Indemnification" and (vii) "Waiver and Severability."

Chef2You reserves the right to seek all remedies available at law and in equity for violations of the Agreement, including, without limitation, the right to block access to the Mobile Application and/or Services from a particular account, device and/or IP address.

You may not assign or transfer this Agreement or your rights under this Agreement, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign this Agreement in whole or in part at any time to any entity without your notice or consent. Any purported assignment by you in violation of this section shall be null and void.

CHANGES TO THE AGREEMENT

We may change this Agreement from time to time and without prior notice to you. If we make a change to this Agreement, it will be effective as soon as we post it and the most current version of this Agreement will always be posted under the "Terms of Use" link available on our Mobile Application ("Updated Terms"). You agree that you will review this Agreement periodically. By continuing to access and/or use the Mobile Application and/or Services after we post Updated Terms, you agree to be bound by the Updated Terms, and if you do not agree to the Updated Terms, you will stop using the Mobile Application and/or accessing the Services. The Updated Terms will govern any disputes between you and Chef2You, even if the dispute arises or involves facts dated before the "Effective" date of the Updated Terms.

GOVERNING LAW

Except for the "Dispute Resolution" section below, the terms, conditions, and policies contained in this Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles. The Federal Arbitration Act will govern the interpretation and enforcement of the "Dispute Resolution" section.

Also, regardless of any statute or law to the contrary, you must provide notice to Chef2You, pursuant to the procedures in the "Dispute Resolution" section below, of any claim within one year of its accrual, or your claim will be waived and barred.

DISPUTE RESOLUTION

I. Informal Dispute Resolution Procedure.

for any issue or dispute that arises between you and Chef2You, both parties acknowledge and agree that they will first make a good faith effort to resolve it informally before initiating any formal dispute resolution proceeding in arbitration or otherwise. This includes first sending a written description of the dispute to the other party. For any dispute you initiate, you agree to send the written description of the dispute along with the email address associated with your account to the following email address: disputeresolution@Chef2You.com. For any dispute that Chef2You initiates, we will send our written description of the dispute to the email address associated with your account. The written description must be on an individual basis and provide at least the following information: your name; the nature or basis of the claim or dispute; and the relief sought.

You and Chef2You then agree to negotiate in good faith about the dispute through an informal telephonic dispute resolution conference between you and Chef2You. The informal telephonic dispute resolution conferences shall be individualized such that a separate conference must be held each time either party intends to commence individual arbitration; multiple individuals initiating claims cannot participate in the same informal telephonic dispute resolution conference. If either party is represented by counsel, that party's counsel may participate in the informal telephonic dispute resolution conference, but the party also must appear at and participate in the conference. This should lead to resolution, but if for some reason the dispute is not resolved satisfactorily within sixty (60) days after receipt of the written description of the dispute, you and Chef2You agree to the further dispute resolution provisions below.

To reiterate, this informal dispute resolution process is a prerequisite and condition precedent to commencing any formal dispute resolution proceeding. The parties agree that any relevant limitations period and filing fee or other deadlines will be tolled while the parties engage in this informal dispute resolution process.

II. Mutual Arbitration Agreement.

You and Chef2You agree that all claims, disputes, or disagreements that may arise out of the interpretation or performance of this Agreement or payments by or to Chef2You, or that in any way relate to your use of the Mobile Application, the Services, and/or other content on the Mobile Application, your relationship with Chef2You, or any other dispute with Chef2You, shall be submitted exclusively to binding arbitration. This includes claims that arose,

were asserted, or involve facts occurring before the existence of this or any prior Agreement as well as claims that may arise after the termination of this Agreement.

Notwithstanding the foregoing, issues related to the scope, validity, and enforceability of this Arbitration Agreement are for a court to decide. Also, each party retains the right to (1) elect to have any claims heard in small claims court on an individual basis for disputes and actions within the scope of such court's jurisdiction and (2) seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other confidential or proprietary information or intellectual property rights.

ARBITRATION MEANS THAT AN ARBITRATOR AND NOT A JUDGE OR JURY WILL DECIDE THE CLAIM. RIGHTS TO PREHEARING EXCHANGE OF INFORMATION AND APPEALS MAY BE LIMITED IN ARBITRATION. YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU AND CHEF2YOU ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

III. Class Action and Collective Relief Waiver.

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, EXCEPT AS SET OUT IN SECTION VII BELOW, THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED ON A CLASS, JOINT, COLLECTIVE OR CONSOLIDATED BASIS OR IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS CLAIMS AS A PRIVATE ATTORNEY GENERAL OR FOR PUBLIC INJUNCTIVE RELIEF). UNLESS BOTH YOU AND CHEF2YOU OTHERWISE AGREE IN WRITING, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS (EXCEPT AS SET OUT IN SECTION VII BELOW), AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF ANY CLASS, JOINT, COLLECTIVE OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY AWARD RELIEF (INCLUDING ANY DECLARATORY OR INJUNCTIVE RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO RESOLVE AN INDIVIDUAL PARTY'S CLAIM. THE ARBITRATOR MAY NOT AWARD RELIEF FOR OR AGAINST ANYONE WHO IS NOT A PARTY TO THE PROCEEDING.

This Class Action and Collective Relief Waiver is an essential part of this "Dispute Resolution" section, and if it is deemed invalid or unenforceable with respect to a particular claim or dispute, neither you nor Chef2You is entitled to arbitration of such claim or dispute. Notwithstanding the foregoing, if a court determines that the Class Action and Collective Relief Waiver is not enforceable as to a particular claim or request for relief and all appeals from that decision have been exhausted (or the decision is otherwise final), then the parties agree that that particular claim or request for relief may proceed in court but shall be severed and stayed pending arbitration of the remaining claims.

IV. Arbitration Rules.

The arbitration will be administered by JAMS. If JAMS is not available to arbitrate, the parties will select an alternative arbitration provider. Except as modified by this "Dispute Resolution" provision, JAMS will administer the arbitration in accordance with either (A) the Commercial Arbitration Rules then in effect, or (B) the Consumer Arbitration Rules then in effect if the matter involves a consumer agreement.

V. Arbitration Process.

If after sixty (60) days the Informal Dispute Resolution Procedure above is unsuccessful in resolving the parties' dispute, a party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration, and a separate affidavit for waiver of fees for California residents. The arbitrator will be either a retired judge or an attorney licensed to practice law in the state or county in which you reside. The parties will first attempt to agree on an arbitrator. If the parties are unable to agree upon an arbitrator within twenty-one (21) days of receiving the list of eligible neutrals, then JAMS will appoint the arbitrator in accordance with its rules.

VI. Arbitration Location and Procedure.

Unless you and Chef2You otherwise agree, the arbitration will be conducted in San Diego County. If the amount in controversy does not exceed \$10,000 and you do not seek injunctive or declaratory relief, then the arbitration will be conducted solely on the basis of documents you and Chef2You submit to the arbitrator, unless the arbitrator determines that a hearing is necessary. If the amount in controversy exceeds \$10,000 or seeks declaratory or injunctive relief, your right to a hearing will be determined by the Applicable JAMS Rules. Subject to the Applicable JAMS Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration. Unless otherwise prohibited by law, all arbitration proceedings will be confidential and closed to the public and any parties other than you and Chef2You, and all

records relating thereto will be permanently sealed, except as necessary to obtain court confirmation of the arbitration award.

VII. Arbitrator's Decision.

The arbitrator will render an award within the time frame specified in the applicable JAMS Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator will have the authority to award monetary damages on an individual basis and to grant, on an individual basis, any non-monetary remedy or relief available to an individual to the extent available under applicable law, the arbitral forum's rules, and this Agreement. The arbitrator's award of damages and/or other relief must be consistent with section III above and also must be consistent with the terms of the "Limitation of Liability" section above as to the types and the amounts of damages or other relief for which a party may be held liable.

Attorneys' fees will be available to the prevailing party in the arbitration only if authorized under applicable substantive law governing the claims in the arbitration. If the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), Chef2You will have the right to recover attorneys' fees and expenses.

VIII. Right to Opt-Out of Arbitration.

You may opt out of this Mutual Arbitration Agreement. To opt out, you must notify Chef2You in writing no later than 30 days after first becoming subject to this Mutual Arbitration Agreement. Your notice must include your name and address, the email address you currently use to access your Chef2You account (if you have one), and a clear statement that you want to opt out of this Mutual Arbitration Agreement. You must send your opt-out notice to: disputeresolution@Chef2You.com. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may have entered into with Chef2You or may enter into in the future with Chef2You.

IX. Changes.

Chef2You reserves the right to change this "Dispute Resolution" section, but any such changes will not apply to any individual claim(s) for which you have already provided notice to Chef2You. If Chef2You changes this "Dispute Resolution" section after the date you first accepted this Agreement (or accepted any subsequent changes to this Agreement), you agree that your continued use of the Mobile Application or Services after such change will be deemed acceptance of those changes. If you do not agree to such change, you may reject any such change by providing Chef2You written notice of such rejection by mail or hand delivery to: Chef2You, Attn: Dispute Resolutions, 219 West Grand Ave., Escondido, CA 92025, or by email from the email address associated with your account to: disputeresolution@Chef2You.com, within 30 days of the date such change became effective, as indicated in the "Effective" date above. In order to be effective, the notice must include your full name and clearly indicate your intent to reject changes to this "Dispute Resolution" section. By rejecting changes, you are agreeing that you will arbitrate any dispute between you and Chef2You in accordance with the provisions of this "Dispute Resolution" section as of the date you first accepted this Agreement (or accepted any subsequent changes to this Agreement, as applicable).

WAIVER AND SEVERABILITY

Any waiver by Chef2You of any term of this Agreement must be in writing. Except as otherwise provided in this Agreement (see "Dispute Resolution" section III), if any portion of this Agreement is found to be void, invalid, or otherwise unenforceable, then that portion shall be deemed to be severable and, if possible, superseded by a valid, enforceable provision that matches the intent of the original provision as closely as possible. The remainder of this Agreement shall continue to be enforceable and valid according to the terms contained herein.

ENTIRE AGREEMENT

This Agreement, together with any amendments and any additional agreements you may enter into with Chef2You in connection with the Mobile Application and the Services hereunder, shall constitute the entire agreement between you and Chef2You concerning the Mobile Application and the Services hereunder.

CONTACT

If you have any questions regarding this Agreement or the Mobile Application, please visit our "Help" page for answers and our contact information.

VENDOR AGREEMENT
CHEFS/FOOD PREPARATION

This Vendor Agreement (the “Agreement”) is made and entered into on _____, 2021 (the “Effective Date”) by and between Chef2You, Inc., a California corporation having a principal place of business at _____ (“Chef2You), and _____, a Florida _____ having its principal place of business at _____ (the “Vendor”). Chef2You and Vendor may be referred to herein each as a “Party” and together as the “Parties.”

WHEREAS, Chef2You operates a mobile application (the “Application”) which enables customers to order and receive delivery of food products from food trucks, mobile food establishments, restaurant establishments, and independent chefs;

WHEREAS, and in providing its services, including through the Application, Chef2You contracts with independent vendors who prepare food for delivery to customers;

WHEREAS, Vendor is a chef licensed to prepare ready-to-eat meals and desires to enter into this Agreement for the opportunity to receive and fill orders (the “Services”) placed through the Application in exchange for service fees (“Service Fees”) and event fees (“Event Fees”) paid to Chef2You in exchange for Vendor’s use of the Application;

THEREFORE, in consideration of the mutual promises made herein, the Parties agree to the terms and conditions set forth herein.

1. Purpose. This agreement governs the relationship between the Parties and any of Vendor’s employees, contractors, subcontractors, agents and representatives, and other entities engaged by Vendor to perform obligations under this agreement. In exchange for the promises contained in this Agreement, Vendor will have a contractual right and obligation to perform Services and receive the Service Fees to be agreed upon by the Parties.

2. Vendor’s Representations and Warranties. As a condition to entering into this Agreement, Vendor represents and warrants as follows:

- a. **Legal Requirements.** Vendor is a chef licensed to prepare ready-to-eat meals, and maintains any and all licenses, permits, and registrations necessary to perform the Services in the locality or localities (“Market(s)”) contemplated by this Agreement.
- b. **Equipment.** Vendor maintains at its own expense all equipment it deems necessary in its reasonable discretion to perform the Services. Vendor is not required to purchase, lease or rent any equipment from Chef2You. To the extent Vendor uses its own equipment, Vendor certifies that such equipment meets all industry and regulatory standards, and will be in good working condition.
- c. **Insurance.** Vendor maintains at its own expense insurance of the types and in the amounts specified below:

- i. If Vendor performs any Services using a motor vehicle, whether mobile or stationary at the time of performing the Services, Vendor will maintain vehicle insurance for every vehicle used to perform the Services \$250,000. Such vehicle insurance must provide insurance coverage for all activities arising in connection with the Services, and must satisfy all applicable state and local insurance requirements (including minimum coverage amounts). Chef2You reserves the right to require that it be named as an additional insured on any policy required hereunder.
 - ii. Vendor will maintain Commercial General Liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate.
 - iii. Vendor will maintain workers' compensation insurance covering any persons performing Services hereunder in an amount not less than applicable state or statutory limits.
 - iv. Prior to performing Services, Vendor agrees to provide proof of insurance coverage as specified herein. Vendor further agrees to provide updated proof of insurance each time it renews or alters such insurance coverage. Vendor must provide Chef2You written notice at least 30 days prior to the cancellation of any insurance policy specified herein.
- d. **Notice.** Vendor will notify Chef2You immediately in the event any of the foregoing representations and warranties is no longer true. In the event that any of Vendor's representations and warranties ceases to be true, Chef2You may immediately suspend Vendor's Services and access to the Application until such eligibility is cured. Chef2You may terminate this Agreement if such ineligibility or breach is not cured within fourteen (14) days of receiving notice of such ineligibility or breach, or if such ineligibility is not capable of cure.

3. Use of Application. Vendor acknowledges that the performance of the Services requires the use of Chef2You's proprietary Application, and that if Vendor cannot access or utilize the Application, Vendor will not be able to perform the Services. Vendor must consent to all Application terms and conditions of use applicable at all times Vendor accesses and uses the Application. Any violation of such terms of use may result in revocation of Vendor's license to use the Application and will provide cause for Chef2You to terminate this Agreement immediately. Vendor further acknowledges and agrees that it must provide its geo-location information to Chef2You via the Application in order to provide the Services, and that such geo- location information may be monitored and tracked by Chef2You and shared with third parties when Vendor is logged into the Application and available to receive order or trip offers the Application. Vendor will not falsely report its geo-location, prevent or attempt to prevent the Application from reporting its geo-location, or otherwise attempt to circumvent this requirement.

4. Performance of Services. Vendor agrees to provide the Services and pay the Service Fees and Event Fees (as defined in Section 5 below) in exchange for Vendor's use of the Application. Chef2You reserves the right, in its sole discretion and upon reasonable notice to Vendor, to vary from time to time the mechanism for making and accepting Services through the

Application. Upon acceptance of any request for Services from the Application, Vendor shall perform the Services in compliance with the conditions set forth below:

- a. Vendor will devote its best efforts, skills, and abilities to the performance of Services, and will provide such Services in a manner and of a quality consistent with industry standards, including but not limited to the following;
- b. Vendor will perform Services and fill orders made through the Application in a timely manner;
- c. Vendor will comply with all applicable laws and regulations, including any applicable licensing requirements, and will operate in compliance with all health and safety codes;
- d. To the extent Vendor uses any third-parties to delivery orders placed through the Application, Vendor will confirm the identity of the third- party delivery driver and the order being filled, and to the extent such orders include alcoholic beverages, that the delivery driver is of legal age to deliver alcoholic beverages;
- e. Vendor will notify Chef2You of any restaurant or customer complaints, including without limitation omissions and mistakes in food orders;
- f. Vendor will use the Application to communicate order statues with any customers, including acceptance of requests for Services, status of orders, and completion/delivery of food;
- g. Vendor will perform services in a safe manner and in compliance with all applicable traffic laws, regulations, and guidance;
- h. To the extend Vendor serves or prepares alcoholic beverages, Vendor will maintain all required alcoholic beverage licenses, will comply with all applicable laws regarding service of alcoholic beverages, and will confirm that customers are legal permitted to purchase alcoholic beverages.

5. Service Fees, Event Fees, and Invoicing.

- a. Service Fees. Vendor shall pay to Chef2You Service Fees in the amount Zero (0%) of Vendor's gross sales revenue obtained from Services secured through the Application. As an example only, if Vendor is paid \$100.00 for Services, Vendor shall pay \$0.00 to Chef2You as a Service Fee.
- b. Event Fees. Chef2You incurs Event Fees per Event to ensure the availability of physical locations for Vendor. "Events" shall mean any time when Vendor is providing Services at a physical location determined and coordinated by Chef2You, and includes, without limitation, Vendor's operating at mall parking lots pursuant to the direction of Chef2You. Vendor agrees that at any Event, Vendor shall make sales and receive revenue for Services exclusively through use of the Application, and shall not accept payment for Service by any other payment method, such as cash, credit card, or debit card. By registering for any Event, Vendor guarantees its attendance and participation at the Event and all subsequent Events through December 31, 2021. If Vendor is absent from any Event for which Vendor registers, Vendor will reimburse Chef2You \$250.00 for any Event Fees incurred for

- each Event Vendor fails to appear for or attend.
- c. Entire Amount; Expenses. The Service Fees and Event Fees paid to Chef2You pursuant to this Agreement constitute the entire amount to be paid by Chef2You for performance of the Services by Vendor. Vendor acknowledges and agrees that it is solely responsible for all costs and expenses arising from its performance of the Services, including but not limited to costs related to equipment, supplies, travel expenses, vendors, or subcontractors. Except as otherwise required by law, Vendor assumes all risk of damage or loss to any equipment used to perform the Services.
 - d. Reporting. Vendor will report all gross sales revenues paid to Vendor on a calendar year basis using an IRS Form 1099. Vendor agrees to report all such payments to the appropriate federal, state and local taxing authorities. Upon execution of this Agreement, Vendor will provide Chef2You with its business license number and federal employer identification number.
 - e. Disputes. Payment by Vendor to Chef2You under the terms of this Agreement will be deemed complete and accurate unless disputed by Vendor by written notice provided to Chef2You no later than thirty (30) days following receipt of payment.

6 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, franchise, business opportunity, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from this Agreement.

7. Indemnity. Vendor agrees to indemnify, defend, protect, and hold harmless Chef2You and its affiliates, and their respective employees, officers, directors and agents (collectively, the “Chef2You Indemnitees”) from any and all claims, demands, suits, losses, liabilities, damages, settlements, costs and expenses (including reasonable attorneys’ fees) arising directly or indirectly from, as a result of or in connection with (i) the actions or omissions of Vendor, any subcontractor or other person employed or engaged by Vendor, including without limitation property damage or personal injury to, or death of, any person, (ii) Vendor’s failure to comply with any term of this Agreement, (iii) any and all tax liabilities and responsibilities for payment of all federal, state and local taxes, including without limitation all payroll taxes, self-employment taxes, workers’ compensation premiums, and any contributions imposed or required under federal, state and local laws, with respect to Vendor. Chef2You will have the right to select its counsel and direct its defense in the event a claim triggering its right to indemnification hereunder is made.

8 LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CHEF2YOU ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY: (A) PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES OR THE ACCESS TO OR USE OF THE APPLICATION; (B) ERRORS, MISTAKES OR INACCURACIES OF THE APPLICATION; (C) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE APPLICATION; (D) ERRORS OR

OMISSIONS IN ANY CONTENT OR LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE THROUGH THE APPLICATION; (E) BUGS, VIRUSES, TROJAN HORSES OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE APPLICATION BY ANY THIRD PARTY; OR (F) UNAUTHORIZED ACCESS TO OR USE OF CHEF2YOU'S SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN BY ANY THIRD PARTY.

IN NO EVENT SHALL CHEF2YOU BE LIABLE FOR ANY LOST REVENUE, LOST PROFITS, LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, MULTIPLE, TREBLE, OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT OR OTHERWISE, EVEN IF CHEF2YOU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Confidentiality.

- a. Confidential Information. The Parties understand that the service arrangement created by this Agreement requires the Parties to disclose and exchange confidential, proprietary, and other sensitive or non-public information regarding their operations or customers (collectively, "Confidential Information"). The Confidential Information of Chef2You includes, without limitation: (i) proprietary information regarding Chef2You's restaurant, recipes, and food preparation techniques and equipment; (ii) personal information of customers (e.g., email, phone number, and address); (iii) fees and billing practices; (iv) strategic plans; (v) marketing and advertising materials; (vi) data regarding methods, formulae, systems, data processes and technology (including rating system); and (vii) agreements, notices and other correspondence between the Parties. Confidential Information also includes the terms of this Agreement and any Fee Offer or Engagement.
- b. Use and Disclosure. The Parties agree to use each other's Confidential Information solely to effectuate their respective obligations hereunder, and will not disclose each other's Confidential Information to any third parties; provided, however, that Confidential Information may be disclosed to such Party's employees, agents, contractors, subcontractors and representatives who have a need-to-know such information to perform its obligations under this Agreement, and are subject to confidentiality obligations at least as restrictive as those herein. Each Party will be responsible for any breach of this provision by its employees, agents, contractors, subcontractors, and representatives. This Section 10(b) will not apply to Confidential Information which: (i) was in the public domain at the time it was communicated to the recipient or subsequently enters the public domain through no fault of the recipient; (ii) the recipient can prove was independently developed by recipient or already known to recipient at the time of receipt (without violation of its obligations hereunder); (iv) was rightfully communicated to recipient, free of any obligation of

nondisclosure or restriction as to use; or (v) is required to be disclosed pursuant to judicial order or other compulsion of law, provided that recipient will promptly notify the other Party of such requirement, and will comply with any protective or similar order imposed on such disclosure. In the event of an unauthorized disclosure of Confidential Information, the recipient will bear the burden of proving one or more of the foregoing exceptions apply.

- c. Ownership. All Confidential Information will remain the exclusive property of the disclosing Party. Nothing in this Agreement will be deemed to grant a Party any rights in or to the Confidential Information disclosed by the other Party, or any part thereof.
- d. Breach. In the event of a breach of this Section 9, the aggrieved Party will have the right to demand the immediate return of all Confidential Information and recover its actual damages incurred by reason of such breach, as well as injunctive relief and any other available remedy at law or in equity to prevent further unauthorized use or disclosure. Failure to comply with this Section will constitute a material breach of the Agreement.

10. Term: Termination

- a. Termination. This Agreement will commence on the Effective Date and will continue until terminated by either Party in accordance with Section 2(d) or this Section 10.
- b. Material Breach. Either Party may terminate this Agreement immediately in the event of the other Party's material breach of any provision of this Agreement by giving written notice to the other Party identifying the breach or breaches relied upon. Examples of material breach by Vendor include, without limitation, the following:
 - i. Any violation of applicable law or regulation in connection with the performance of the Services, whether or not such violation resulted in legal action;
 - ii. Any action or omission negatively impacting Chef2You's reputation or relationship with restaurants or customers using the Application (including rude, obscene, negligent or otherwise unprofessional conduct while performing the Services);
 - iii. Any action or omission threatening the safety of Vendor or Subcontractor, or any restaurant personnel or delivery customer; or
 - iv. Being under the influence of illegal substances or alcohol while performing the Services.
- c. Convenience. Either Party may terminate this Agreement without cause by giving the other Party thirty (30) days' written notice.
- d. Obligations on Termination. Upon termination of this Agreement for any reason, Vendor will immediately, at its sole expense, return to Chef2You any Chef2You property provided to Vendor. If Vendor fails to return any Chef2You property, Vendor agrees that Chef2You may withhold any amount Chef2You owes to Delivery Partner including Service Fees.

- e. Survival. The rights and obligations set forth in Sections 6, 7, 8, 9, 10, 11 of this Agreement will survive the termination of this Agreement and any Engagement(s) hereunder, and will continue in effect and inure to the benefit of and be binding upon the Parties and their legal representatives, heirs, successors and assigns.
- f. Mobile Application. Notwithstanding anything in this Agreement and without prior notice or liability to Vendor, Chef2You may change or restrict Vendor's access to the Application, either temporarily or permanently, if such Vendor or Vendor's subcontractor is or is reasonably suspected of being in breach of this Agreement.

11. Use of Vendor's Names and Logos. Chef2You may use and display, and Vendor grants to Chef2You a license to use and display, Vendor's name(s) and logo(s) in connection with the Application, including for advertising and promoting Vendor's Services to customers through the Application. Nothing herein shall prevent Chef2You from using the Vendor's mark(s), trade name(s), or logo(s) in connection with Chef2You's name and logo (but not as a unified, composite mark).

12. Miscellaneous.

- a. Assignment. Vendor may not assign this Agreement without the prior written consent of Chef2You. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of any permitted successors and assigns.
- b. Severance. If any provision of this Agreement is found to be unenforceable or unlawful, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- c. Amendment; Modification. This Agreement shall not be amended, modified, or extended, nor shall any waiver of any right hereunder be effective, unless set forth in a document executed by duly authorized representatives of both parties, specifically referencing the provision of this Agreement to be amended, modified, extended, or waived.
- d. Waiver. Failure of either Party to enforce any provision of this Agreement will not be construed as a waiver thereof, or as excusing the other Party from future performance.
- e. Headings. Headings appearing in this Agreement are for convenience only and do not in any way limit, amplify, modify or otherwise affect the terms and provisions of this Agreement.
- f. Entire Agreement. This Agreement contains all of the agreements, representations and understandings of the Parties hereto and supersedes and replaces any and all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof.
- g. Choice of Law; Venue. This Agreement and all disputes or controversies arising out of or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in

accordance with, the internal laws of the State of Florida, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Florida. Any legal action or proceeding arising out of or relating to this Agreement brought by either party or its successors or assigns shall be brought and determined in any Florida state or federal court sitting in the County of Escambia (or, if such court lacks subject matter jurisdiction, in any appropriate Florida state or federal court), and each of the parties hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such action or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby.

VENDOR ACKNOWLEDGES, REPRESENTS AND WARRANTS THAT IT HAS THE RIGHT, AUTHORITY AND CAPACITY TO ENTER INTO THIS AGREEMENT, HAS READ AND FULLY UNDERSTANDS THE PROVISIONS OF THIS AGREEMENT AND HAS HAD SUFFICIENT TIME AND OPPORTUNITY TO CONSULT WITH PERSONAL FINANCIAL, TAX AND LEGAL ADVISORS PRIOR TO EXECUTING THIS AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto enter into and execute this Agreement as of the Effective Date.

CHEF2YOU, INC.,
a California corporation

By: _____ Name: _____ Its: _____

VENDOR

By: _____ Name: _____ Its: _____

VENDOR AGREEMENT
FOOD TRUCKS/MOBILE FOOD ESTABLISHMENTS

This Vendor Agreement (the “Agreement”) is made and entered into on _____, 2021 (the “Effective Date”) by and between Chef2You, Inc., a California corporation having a principal place of business at _____ (“Chef2You), and _____, a Florida _____ having its principal place of business at _____ (the “Vendor”). Chef2You and Vendor may be referred to herein each as a “Party” and together as the “Parties.”

WHEREAS, Chef2You operates a mobile application (the “Application”) which enables customers to order and receive delivery of food products from food trucks, mobile food establishments, and restaurant establishments;

WHEREAS, and in providing its services, including through the Application, Chef2You contracts with independent vendors who prepare food for delivery to customers;

WHEREAS, Vendor is an independent business fully licensed to operate a food truck, mobile food establishment, restaurant or other food establishment, known as “_____” and desires to enter into this Agreement for the opportunity to receive and fill orders (the “Services”) placed through the Application in exchange for service fees (“Service Fees”) and event fees (“Event Fees”) paid to Chef2You in exchange for Vendor’s use of the Application;

THEREFORE, in consideration of the mutual promises made herein, the Parties agree to the terms and conditions set forth herein.

1. Purpose. This agreement governs the relationship between the Parties and any of Vendor’s employees, contractors, subcontractors, agents and representatives, and other entities engaged by Vendor to perform obligations under this agreement. In exchange for the promises contained in this Agreement, Vendor will have a contractual right and obligation to perform Services and receive the Service Fees to be agreed upon by the Parties.

2. Vendor’s Representations and Warranties. As a condition to entering into this Agreement, Vendor represents and warrants as follows:

- a. Legal Requirements. Vendor is in business of providing food services, and maintains any and all licenses, permits, and registrations necessary to perform the Services in the locality or localities (“Market(s)”) contemplated by this Agreement.
- b. Equipment. Vendor maintains at its own expense all equipment it deems necessary in its reasonable discretion to perform the Services. Vendor is not required to purchase, lease or rent any equipment from Chef2You. To the extent Vendor uses its own equipment, Vendor certifies that such equipment meets all industry and regulatory standards, and will be in good working condition.

- c. Insurance. Vendor maintains at its own expense insurance of the types and in the amounts specified below:
 - i. If Vendor performs any Services using a motor vehicle, whether mobile or stationary at the time of performing the Services, Vendor will maintain vehicle insurance for every vehicle used to perform the Services in the amount of \$1,000,000. Such vehicle insurance must provide insurance coverage for all activities arising in connection with the Services, and must satisfy all applicable state and local insurance requirements (including minimum coverage amounts). Chef2You reserves the right to require that it be named as an additional insured on any policy required hereunder.
 - ii. Vendor will maintain Commercial General Liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate.
 - iii. Vendor will maintain workers' compensation insurance covering any persons performing Services hereunder in an amount not less than applicable state or statutory limits.
 - iv. Prior to performing Services, Vendor agrees to provide proof of insurance coverage as specified herein. Vendor further agrees to provide updated proof of insurance each time it renews or alters such insurance coverage. Vendor must provide Chef2You written notice at least 30 days prior to the cancellation of any insurance policy specified herein.
- d. Notice. Vendor will notify Chef2You immediately in the event any of the foregoing representations and warranties is no longer true. In the event that any of Vendor's representations and warranties ceases to be true, Chef2You may immediately suspend Vendor's Services and access to the Application until such eligibility is cured. Chef2You may terminate this Agreement if such ineligibility or breach is not cured within fourteen (14) days of receiving notice of such ineligibility or breach, or if such ineligibility is not capable of cure.

3. Use of Application. Vendor acknowledges that the performance of the Services requires the use of Chef2You's proprietary Application, and that if Vendor cannot access or utilize the Application, Vendor will not be able to perform the Services. Vendor must consent to all Application terms and conditions of use applicable at all times Vendor accesses and uses the Application. Any violation of such terms of use may result in revocation of Vendor's license to use the Application and will provide cause for Chef2You to terminate this Agreement immediately. Vendor further acknowledges and agrees that it must provide its geo-location information to Chef2You via the Application in order to provide the Services, and that such geo- location information may be monitored and tracked by Chef2You and shared with third parties when Vendor is logged into the Application and available to receive order or trip offers the Application. Vendor will not falsely report its geo-location, prevent or attempt to prevent the Application from reporting its geo-location, or otherwise attempt to circumvent this requirement.

4 Performance of Services. Vendor agrees to provide the Services and pay the Service Fees and Event Fees (as defined in Section 5 below) in exchange for Vendor's use of the Application. Chef2You reserves the right, in its sole discretion and upon reasonable notice to Vendor, to vary from time to time the mechanism for making and accepting Services through the Application. Upon acceptance of any request for Services through the Application, Vendor shall perform the Services in compliance with the conditions set forth below:

- a. Vendor will devote its best efforts, skills, and abilities to the performance of Services, and will provide such Services in a manner and of a quality consistent with industry standards;
- b. Vendor will perform Services and fill orders made through the Application in a timely manner;
- c. Vendor will comply with all applicable laws and regulations, including any applicable licensing requirements, and will abide by all policies and procedures from any privately-owned locations at which Vendor operates;
- d. To the extent Vendor uses any third-parties to delivery orders placed through the Application, Vendor will confirm the identity of the third- party delivery driver. To the extent orders involve alcoholic products, Vendor will ensure that the delivery driver is of appropriate age to deliver such products;
- e. Vendor will notify Chef2You of any restaurant or customer complaints, including without limitation omissions and mistakes in food orders;
- f. Vendor will use the Application to communicate order status with any customers, including acceptance of requests for Services, status of orders, and completion/delivery of food;
- g. Vendor will perform services in a safe manner and in compliance with all applicable traffic laws, regulations, and guidance;
- h. To the extent Vendor serves alcoholic beverages, Vendor will maintain all required alcoholic beverage licenses, will comply with all applicable laws regarding service of alcoholic beverages, and will confirm that customers are legal permitted to purchase alcoholic beverages.

5 Service Fees, Event Fees, and Invoicing.

- a. Service Fees. Vendor shall pay to Chef2You Service Fees in the amount Fifteen percent (15%) of Vendor's gross sales revenue obtained from Services secured through the Application. As an example only, if Vendor is paid \$100.00 for Services, Vendor shall pay \$15.00 to Chef2You as a Service Fee.
- b. Event Fees. Chef2You incurs Event Fees per Event to ensure the availability of physical locations for Vendor. "Events" shall mean any time when Vendor is providing Services at a physical location determined and coordinated by Chef2You, and includes, without limitation, Vendor's operating at mall parking lots pursuant to the direction of Chef2You. Vendor agrees that at any Event, Vendor shall make sales and receive revenue for Services exclusively through use of the Application, and shall not accept payment for Service by any other payment method, such as cash, credit card, or debit card. By registering for any Event, Vendor guarantees its attendance and participation at the Event

and all subsequent Events through December 31, 2021. If Vendor is absent from any Event for which Vendor registers, Vendor will reimburse Chef2You \$250.00 for Event Fees incurred for each Event Vendor fails to appear for or attend.

- c. Expenses. Vendor acknowledges and agrees that it is solely responsible for all costs and expenses arising from its performance of the Services, including but not limited to costs related to equipment, supplies, travel expenses, vendors, or subcontractors. Except as otherwise required by law, Vendor assumes all risk of damage or loss to any equipment used to perform the Services.
- d. Reporting. Vendor will report all gross sales revenues paid to Vendor on a calendar year basis using an IRS Form 1099. Vendor agrees to report all such payments to the appropriate federal, state and local taxing authorities. Upon execution of this Agreement, Vendor will provide Chef2You with its business license number and federal employer identification number.
- e. Disputes. Payment by Vendor to Chef2You under the terms of this Agreement will be deemed complete and accurate unless disputed by Vendor by written notice provided to Chef2You no later than thirty (30) days following receipt of payment.

6. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, franchise, business opportunity, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from this Agreement.

7. Indemnity. Vendor agrees to indemnify, defend, protect, and hold harmless Chef2You and its affiliates, and their respective employees, officers, directors and agents (collectively, the “Chef2You Indemnitees”) from any and all claims, demands, suits, losses, liabilities, damages, settlements, costs and expenses (including reasonable attorneys’ fees) arising directly or indirectly from, as a result of or in connection with (i) the actions or omissions of Vendor, any subcontractor or other person employed or engaged by Vendor, including without limitation property damage or personal injury to, or death of, any person, (ii) Vendor’s failure to comply with any term of this Agreement, (iii) any and all tax liabilities and responsibilities for payment of all federal, state and local taxes, including without limitation all payroll taxes, self-employment taxes, workers’ compensation premiums, and any contributions imposed or required under federal, state and local laws, with respect to Vendor. Chef2You will have the right to select its counsel and direct its defense in the event a claim triggering its right to indemnification hereunder is made.

8. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CHEF2YOU ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY: (A) PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES OR THE ACCESS TO OR USE OF THE APPLICATION; (B) ERRORS, MISTAKES OR INACCURACIES OF THE APPLICATION; (C) INTERRUPTION OR

CESSATION OF TRANSMISSION TO OR FROM THE APPLICATION; (D) ERRORS OR OMISSIONS IN ANY CONTENT OR LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE THROUGH THE APPLICATION; (E) BUGS, VIRUSES, TROJAN HORSES OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE APPLICATION BY ANY THIRD PARTY; OR (F) UNAUTHORIZED ACCESS TO OR USE OF CHEF2YOU'S SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN BY ANY THIRD PARTY.

IN NO EVENT SHALL CHEF2YOU BE LIABLE FOR ANY LOST REVENUE, LOST PROFITS, LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, MULTIPLE, TREBLE, OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT OR OTHERWISE, EVEN IF CHEF2YOU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Confidentiality.

- a. Confidential Information. The Parties understand that the service arrangement created by this Agreement requires the Parties to disclose and exchange confidential, proprietary, and other sensitive or non-public information regarding their operations or customers (collectively, "Confidential Information"). The Confidential Information of Chef2You includes, without limitation: (i) identities and contact information of Chef2You's restaurant, food truck, and mobile food establishment partners; (ii) personal information of customers (*e.g.*, email, phone number, and address); (iii) fees and billing practices; (iv) strategic plans; (v) marketing and advertising materials; (vi) data regarding methods, formulae, systems, data processes and technology (including rating system); and (vii) agreements, notices and other correspondence between the Parties. Confidential Information also includes the terms of this Agreement and any Fee Offer or Engagement.
- b. Use and Disclosure. The Parties agree to use each other's Confidential Information solely to effectuate their respective obligations hereunder, and will not disclose each other's Confidential Information to any third parties; provided, however, that Confidential Information may be disclosed to such Party's employees, agents, contractors, subcontractors and representatives who have a need-to-know such information to perform its obligations under this Agreement, and are subject to confidentiality obligations at least as restrictive as those herein. Each Party will be responsible for any breach of this provision by its employees, agents, contractors, subcontractors, and representatives. This Section 10(b) will not apply to Confidential Information which: (i) was in the public domain at the time it was communicated to the recipient or subsequently enters the public domain through no fault of the recipient; (ii) the recipient can prove was independently developed by recipient or already known to recipient at the time of receipt (without violation of its obligations hereunder); (iv) was

rightfully communicated to recipient, free of any obligation of nondisclosure or restriction as to use; or (v) is required to be disclosed pursuant to judicial order or other compulsion of law, provided that recipient will promptly notify the other Party of such requirement, and will comply with any protective or similar order imposed on such disclosure. In the event of an unauthorized disclosure of Confidential Information, the recipient will bear the burden of proving one or more of the foregoing exceptions apply.

- c. Ownership. All Confidential Information will remain the exclusive property of the disclosing Party. Nothing in this Agreement will be deemed to grant a Party any rights in or to the Confidential Information disclosed by the other Party, or any part thereof.
- d. Breach. In the event of a breach of this Section 9, the aggrieved Party will have the right to demand the immediate return of all Confidential Information and recover its actual damages incurred by reason of such breach, as well as injunctive relief and any other available remedy at law or in equity to prevent further unauthorized use or disclosure. Failure to comply with this Section will constitute a material breach of the Agreement.

10. Term: Termination.

- a. Termination. This Agreement will commence on the Effective Date and will continue until terminated by either Party in accordance with Section 2(d) or this Section 10.
- b. Material Breach. Either Party may terminate this Agreement immediately in the event of the other Party's material breach of any provision of this Agreement by giving written notice to the other Party identifying the breach or breaches relied upon. Examples of material breach by Vendor include, without limitation, the following:
 - i. Any violation of applicable law or regulation in connection with the performance of the Services, whether or not such violation resulted in legal action;
 - ii. Any action or omission negatively impacting Chef2You's reputation or relationship with restaurants or customers using the Application (including rude, obscene, negligent or otherwise unprofessional conduct while performing the Services);
 - iii. Any action or omission threatening the safety of Vendor or Subcontractor, or any restaurant personnel or delivery customer; or
 - iv. Being under the influence of illegal substances or alcohol while performing the Services.
- c. Convenience. Either Party may terminate this Agreement without cause by giving the other Party thirty (30) days' written notice.
- d. Obligations on Termination. Upon termination of this Agreement for any reason, Vendor will immediately, at its sole expense, return to Chef2You any Chef2You property provided to Vendor. If Vendor fails to return any

Chef2You property, Vendor agrees that Chef2You may withhold any amount Chef2You owes to Delivery Partner including Service Fees.

- e. Survival. The rights and obligations set forth in Sections 6, 7, 8, 9, 10, 11 of this Agreement will survive the termination of this Agreement and any Engagement(s) hereunder, and will continue in effect and inure to the benefit of and be binding upon the Parties and their legal representatives, heirs, successors and assigns.
- f. Mobile Application. Notwithstanding anything in this Agreement and without prior notice or liability to Vendor, Chef2You may change or restrict Vendor's access to the Application, either temporarily or permanently, if such Vendor or Vendor's subcontractor is or is reasonably suspected of being in breach of this Agreement.

11. Use of Vendor's Names and Logos. Chef2You may use and display, and Vendor grants to Chef2You a license to use and display, Vendor's name(s) and logo(s) in connection with the Application, including for advertising and promoting Vendor's Services to customers through the Application. Nothing herein shall prevent Chef2You from using the Vendor's mark(s), trade name(s), or logo(s) in connection with Chef2You's name and logo (but not as a unified, composite mark).

12. Miscellaneous.

- a. Assignment. Vendor may not assign this Agreement without the prior written consent of Chef2You. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of any permitted successors and assigns.
- b. Severance. If any provision of this Agreement is found to be unenforceable or unlawful, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- c. Amendment; Modification. This Agreement shall not be amended, modified, or extended, nor shall any waiver of any right hereunder be effective, unless set forth in a document executed by duly authorized representatives of both parties, specifically referencing the provision of this Agreement to be amended, modified, extended, or waived.
- d. Waiver. Failure of either Party to enforce any provision of this Agreement will not be construed as a waiver thereof, or as excusing the other Party from future performance.
- e. Headings. Headings appearing in this Agreement are for convenience only and do not in any way limit, amplify, modify or otherwise affect the terms and provisions of this Agreement.
- f. Entire Agreement. This Agreement contains all of the agreements, representations and understandings of the Parties hereto and supersedes and replaces any and all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof.

g Choice of Law; Venue. This Agreement and all disputes or controversies arising out of or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Florida, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Florida. Any legal action or proceeding arising out of or relating to this Agreement brought by either party or its successors or assigns shall be brought and determined in any Florida state or federal court sitting in the County of Escambia (or, if such court lacks subject matter jurisdiction, in any appropriate Florida state or federal court), and each of the parties hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such action or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby.

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a California corporation

By: _____ Name: _____ Its: _____

VENDOR

By: _____ Name: _____ Its: _____